Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

In the Matter of	)	
	)	
Request for Emergency Temporary Relief	)	
Enjoining AT&T Corp. From	)	CC Docket No. 96-262
Discontinuing Service Pending Final	)	
Decision	)	

COMMENTS OF U S WEST COMMUNICATIONS, INC.

U S WEST Communications, Inc. ("U S WEST") hereby submits its Comments in response to Requests for Emergency Temporary Relief ("Request" or "Requests") filed on February 18, 2000 by the Rural Independent Competitive Alliance, *et al.* ("RICA") and on May 5, 2000 by The Minnesota CLEC Consortium ("Minnesota").[1]

Both Requests seek various types of injunctive relief against AT&T Corp. ("AT&T") because of AT&T's asserted refusal to purchase switched access service from the variety of competitive local exchange carriers ("CLEC") represented by Minnesota and RICA. It seems that, following on the heels of decisions by the Common Carrier Bureau[2] ("Bureau") and the full Federal Communications

[1] See Public Notice, Common Carrier Bureau Seeks Comment on the Requests for Emergency Temporary Relief of the Minnesota CLEC Consortium and the Rural Independent Competitive Alliance Enjoining AT&T Corp. From Discontinuing Service Pending Final Decision, DA 00-1067, rel. May 15, 2000.

[2] See MGC Communications, Inc. v. AT&T Corp., Memorandum Opinion and Order, 14 FCC Rcd. 11647 (1999) ("Bureau MGC Decision").

Commission[3] ("Commission") in MGC Communications, Inc. v. AT&T Corp., AT&T has been declining to purchase switched access services from CLECs that seek to charge what AT&T apparently finds to be excessive rates. As the inability of a CLEC to provide a customer with access to AT&T's long distance service significantly reduces the attractiveness of the CLEC's service, Commission intervention is sought to force AT&T to purchase the service of these CLECs.

Minnesota and RICA make a variety of legal arguments concerning AT&T's duty to purchase switched access services from a CLEC against its will.[4] These arguments derive from the Commission MGC Decision, in which a non-dominant carrier's right to refuse to purchase an access service which it deemed uneconomically unattractive was reaffirmed by the Commission, subject to the caveat that the sections of the Telecommunications Act of 1934 ("the Act") cited by Minnesota and RICA would need to be complied with. U S WEST's brief comments do not address these legal arguments -- AT&T is more than capable of defending its own right as a carrier to purchase services from those it chooses.[5]

Our point is quite simple. The Commission must address the public policy implications which arise whenever a carrier chooses not to purchase services from

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[3] See MGC Communications, Inc. v. AT&T Corp., 15 FCC Rcd. 308 (1999) ("Commission MGC Decision"). The Bureau MGC Decision and the Commission MGC Decision are collectively referred to as the "MGC Decisions."

[4] It is claimed that AT&T's refusal to purchase such service violates Sections 201(a), 201(b), 202(a), 203(c), 214(a) and 251(a) of the Act. See RICA Request at 6-9; Minnesota Request at 5-10.

[5] In addition, it is quite clear that a declaratory ruling is not a proper vehicle through which to adopt new rules.

another carrier. These issues are quite different than those presented when one carrier simply prefers not to interconnect with another. When the government forces one company to purchase services from another, there are considerably more serious legal issues raised than is the case when the government simply requires non-discriminatory service provisioning or interconnection. Any resolution of these issues must be firmly grounded in fundamental constitutional law principles. We set forth herein some applications of these principles in the context of the pending Requests.

The issues presented here actually go back to AT&T's 1998 Petition for Declaratory Ruling requesting that the Commission establish the principle that an interexchange carrier ("IXC") was not required to purchase switched access from a CLEC with whom it desired not to do business.[6] U S WEST filed comments to that petition, pointing out that AT&T's clear legal right to decline to purchase services from a vendor with whom it determined not to transact business was well established, at least in principle.[7] U S WEST also pointed out that, whenever the government chooses to override that basic right, the government must undertake concomitant responsibilities. Namely, the government cannot order a company, even a company which is a common carrier subject to government regulation, to purchase services which it does not desire to purchase without ensuring that the

[6] See Public Notice, Interexchange Carrier Purchases of Switched Access Services Offered by Competitive Local Exchange Carriers, 13 FCC Rcd. 22207 (1998). See also AT&T's Petition for Declaratory Ruling, CCB/CPD 98-63, filed Oct. 23, 1998, Petition for Declaratory Ruling denied, see infra. note 11.

[7] A copy of U S WEST's comments in that docket are attached hereto as Exhibit A.

transaction is economically and commercially reasonable from the perspective of the coerced entity -- or at least that the coerced entity has a reasonable opportunity to have the relationship be profitable.

The government can accomplish this constitutional imperative in several different ways. The Commission can regulate the rates of the entity whose services the government is compelling another to purchase in order to ensure that they are reasonable. The Commission can establish a structure wherein companies interconnect without buying services. The Commission can compensate the involuntary purchaser for the difference between a reasonable price and the actual price of a coerced transaction from the Federal Treasury. However, the government cannot force a company to purchase the services of another and simultaneously permit the selling company to charge whatever rates it pleases, without doing something to ensure that just compensation is received by the purchasing company.

This is the basic problem with the two Requests. While styled in terms of requests for interconnection, the CLECs represented by Minnesota and RICA are really seeking to have the Commission force AT&T to purchase services from them. The price for such services would be whatever the CLEC parties determined the price to be. The Commission cannot grant such a request unless it stands willing to compensate AT&T for the difference between a reasonable price and the price which AT&T has been forced to pay.[8] This is absolutely rudimentary.[9]

[8] As noted in U S WEST's comments responding to the earlier AT&T Petition for Declaratory Ruling, these same principles apply to other government-coerced transactions, including paging interconnection, Internet service provider reciprocal

By the same token, as has been recognized in both MGC Decisions, and, as is pointed out in both Requests, there are significant public interest implications to any decision that would simply permit AT&T to refuse to deal with any CLEC (or incumbent local exchange carrier ("ILEC"), for that matter) with whom it preferred not to deal. AT&T's market power in the telecommunications marketplace, dramatically augmented by its monopoly power in the cable telephony and cable Internet markets, overshadows the power of even an ILEC. If AT&T could simply decide that it would provide long distance service only to local exchange carriers ("LEC") and/or cable companies with whom it chooses to deal, it could effectively eliminate much of the competition in all markets in which it participates.[10] Thus, it might be in the public interest for the Commission to devise a structure which guarantees that a CLEC's customers are ensured of access to AT&T's long distance services, whether or not AT&T preferred to do business with that CLEC. However, even if it might be beneficial to the public to direct AT&T to purchase services from a CLEC (either directly or indirectly) for the purpose of providing long distance service to the CLEC's customers, the Commission cannot enter any such compulsive

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compensation and, indeed, the forced sale of unbundled network elements. See Exhibit A at 1-3.

[9] The case cannot be resolved by reliance on AT&T's common carrier duty to serve a CLEC's customer without discrimination. As far as we know, AT&T does stand ready to serve these customers, simply not under the condition the CLEC's seek to impose on AT&T. U S WEST has a wide-ranging common carrier duty to serve, but that duty does not extend to situations where a customer or other carrier seeks to impose unwanted conditions on the terms of that service.

[10] We do not mean to suggest that AT&T has any such plans, or that such plans could not be treated effectively under the antitrust laws.

order without at the same time ensuring that the basic principles enunciated above are met. Some approaches which the Commission may consider in dealing with the issues raised by Minnesota and RICA include:

- The Commission could choose to regulate the CLEC's rates to ensure that they are just and reasonable. The Commission is considering a number of proposals to do just that in its Access Charge Reform, Price Cap Performance Review for LECs and IXC Purchases of Switched Access Services Offered by CLECs Further Notice of Proposed Rulemaking.[11] If a CLEC is prevented by lawful regulation from charging a price above that which is reasonable and just, the Commission may direct that AT&T purchase switched access services from that CLEC pursuant to Sections 201(a) and 251(a) of the Act.
- The Commission could choose to reconfigure the economic relationship between IXCs and CLECs so that interconnection does not entail the purchase of access services. If the Commission were to do this in the case of ILEC services, the entire access charge system would need to be dramatically modified, and this is probably not a viable option.
- The Commission could grant the Requests of Minnesota and RICA and simply direct AT&T to purchase switched access at the rate specified by

[11] See In the Matter of Access Charge Reform, Price Cap Performance Review for Local Exchange Carriers, Interexchange Carrier Purchases of Switched Access Services Offered by Competitive Local Exchange Carriers, Petition of U S WEST Communications, Inc. for Forbearance from Regulation as a Dominant Carrier in the Phoenix, Arizona MSA, Fifth Report and Order and Further Notice of Proposed Rulemaking, 14 FCC Rcd. 14221 (1999).

the CLECs whom they represent, and make arrangements to reimburse AT&T from the Federal Treasury for the differential between AT&T's charges and reasonable charges.

- The Commission could permit AT&T to pass excessive CLEC access prices on to the customer of the CLEC charging the excessive rate.[12] While this approach would have the effect of having these customers pay more for long distance service than customers of other LECs in the area, the approach would not violate the provisions of Section 254(g) of the Act (the provision requiring rate averaging and rate integration). This provision of the Act was intended to ensure that citizens of rural areas are not charged higher rates for long distance service than citizens of urban areas, based on the added costs of providing service in rural areas. It is not meant to grant a statutory windfall to CLECs who can convince a regulator to order AT&T to do business with the CLEC. This would be true even if the Requests under consideration in this proceeding were limited to actual rural areas.
- The Commission could take a hands-off approach and see whether the market would ultimately find a solution to the problem presented in the Requests. If AT&T is really subject to as much competition as the Commission seems to assume, then AT&T's long distance business will suffer by its refusal to do business with certain CLECs, and the CLECs'

[12] This customer could be billed by AT&T even in the case of terminating access.

> business will suffer by virtue of its inability to sell its access services to AT&T. Market forces should, in this event, ultimately provide sufficient motivation for both AT&T and the CLECs represented by RICA and Minnesota to negotiate an amicable solution to the problem identified in the Requests without Commission intervention.

What the Commission cannot do is what RICA and Minnesota seem to seek -- to order AT&T to purchase switched access from the CLECs represented by RICA and Minnesota without making some kind of lawful accommodation for ensuring that a governmentally-coerced purchase does not deprive AT&T of its fundamental right not to be coerced by the government into an economically unattractive business relationship without proper compensation.

As a final matter, implicit in both of the Requests is the probability that the CLECs represented by Minnesota and RICA interconnect their access services to AT&T through an ILEC, and do not connect directly to AT&T. This might lead some to contemplate that it might be easy to simply drop the resolution of the AT&T/CLEC dispute onto the intermediate ILEC. Any solution which sought to rely on the ILEC as the party responsible for maintaining peace between AT&T and CLECs that wish to sell access service to AT&T would be unacceptable and illegal. We see nothing suggesting such a proposal in the Requests on file in this docket. Moreover, a governmental attempt to force ILECs into the role of arbitrator

between AT&T and CLECs would be worse than any of the actions actually under consideration in this docket.

Respectfully submitted,

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June 14, 2000

EXHIBIT A

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

In the Matter of	)	
	)	
Interexchange Carrier Purchases of Switched Access Services Offered by Competitive Local Exchange Carriers	)	CCB/CPD 98-63

COMMENTS OF U S WEST COMMUNICATIONS, INC.

U S WEST Communications, Inc. ("U S WEST") hereby submits its comments on the Petition for Declaratory Ruling filed October 23, 1998 by AT&T Corp. ("AT&T").[1] AT&T seeks a declaratory ruling to the effect that it can decline to do business with those exchange access providers who charge them excessive rates.[2]

I. THE CONSTITUTION PLACES LIMITS ON THE GOVERNMENT'S ABILITY TO COERCE A CITIZEN TO ENTER INTO UNECONOMIC OR UNREASONABLE BUSINESS DEALS

At the heart of AT&T's Petition is the fundamental constitutional principle that the government cannot commandeer the property of a citizen -- a corporate citizen or an individual -- for the use or benefit of either the public or of another private enterprise, at least without meeting the standards of the Fifth Amendment

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[1] Petition for Declaratory Ruling, filed Oct. 23, 1998 ("Petition"). Public Notice, Interexchange Carrier Purchases of Switched Access Services Offered by Competitive Local Exchange Carriers, DA 98-2250, rel. Nov. 5, 1998.

[2] U S WEST does not know what rates AT&T is being charged, and takes no position on the facts alleged by AT&T. The legal principle involved is important, and, for purposes of these comments, U S WEST assumes that AT&T's factual allegations are true.

to the United States Constitution.[3] Should the government compel AT&T to transact business with a company which charges outrageous prices, or which pays nothing at all for services it receives, the government must pay just compensation to AT&T. AT&T, even as a common carrier operating under the Federal Communications Act, has the right to be free from uncompensated governmental takings. This same principle applies to local exchange carriers ("LEC"), including incumbent LECs ("ILEC"). The government cannot force a LEC to transact unprofitable business without guaranteeing the LEC the right and ability to make up the particular government-mandated loss through other means.

U S WEST had thought this essential point to be self-evident. However, U S WEST's recent experiences with demands for what is tantamount to subsidy donations from U S WEST to other carriers and customers lead us to believe that some clarification is necessary. The demands of CLECs to be "compensated" for what are one-way non-reciprocal connections between internet service providers ("ISP") and ILECs represent one example where a class of customer is seeking to have the government coerce ILECs into entering into economically irrational business relationships -- governmental coercion which could well, if not corrected, result in compensible governmental takings of carrier property. Demands of paging

[3] See Kimball Laundry Co. v. United States, 338 U.S. 1 (1949). AT&T's Petition can be read as proclaiming the right to refuse to deal with competitive local exchange carriers ("CLEC") altogether. U S WEST does not support such a position. As is noted below in Section II, AT&T has interconnection responsibilities in its dealings with CLECs which it cannot lawfully abandon. In arguing, as we do, that the government cannot coerce AT&T to conduct unreasonable business transactions with entities with whom it would prefer not to deal at all, we do not assert that the rules requiring AT&T to negotiate and interconnect in good faith are not valid.

customers that they be paid for their use of ILEC networks present another example of this phenomenon. Demands of competitors that U S WEST construct or donate facilities to them at non-compensatory prices also would traduce this fundamental principle if acceded to by the government. All of these types of demands for regulator-mandated subsidies must be resisted -- both on the basis of sound policy and because they ultimately could result in claims against the government treasury which are both unexpected and unnecessary.

Thus, the Federal Communications Commission ("Commission") should grant AT&T's Petition to the extent that it reaffirms that nothing in the Communications Act is intended to grant any supplier of services to a carrier, customer of a carrier or interconnector with a carrier the ability to demand a right of interconnection at rates or prices which are not reasonable. AT&T's ability to decline to deliver traffic to a CLEC which seeks to charge AT&T twenty times the ILEC's rate for access is clearly established in law and the Constitution, and should be recognized in this docket.

II. AT&T DOES NOT HAVE THE RIGHT TO SIMPLY DELIVER TRAFFIC TO AN ILEC WITHOUT REGARD TO PAYMENT OF APPROPRIATE CHARGES TO CLECS WHO COMPLETE THE COMMUNICATION PATH TO THE END USER

One aspect of the AT&T Petition is troubling, at least if read literally. AT&T's Petition requests that "the Commission declare that interexchange carriers are not obligated to purchase tariffed switched access service from CLECs."[4] One reading of this relief request could be that AT&T is really seeking a declaration

[4] Petition at 10.

that, once it delivers traffic to an ILEC or other carrier with which it has a direct interconnection arrangement for access purposes, AT&T can forsake all responsibility for payment of jointly-provided access when more than one LEC is involved. As a statement of Commission rule, of course, this position would be erroneous, as the Commission expressly grants to CLECs the right to bill AT&T separately for access services which they provide to AT&T.[5] More significantly, if AT&T chooses to cease doing business with a CLEC for good and sufficient reasons, AT&T cannot thereafter hand-off to an ILEC traffic which is destined for that CLEC and expect the ILEC do the work of enforcing AT&T's business decisions by disrupting further delivery of the AT&T call. In other words, if AT&T does not desire to have a call delivered to a particular CLEC, it must be up to AT&T to develop a means to not deliver that call to an ILEC for further delivery in the first place.[6]

If AT&T is actually requesting that it be granted the right to hand a call off to an ILEC without any responsibility to pay the ultimate terminating carrier for its charges -- that position must be rejected. AT&T's ability and right to avoid such payments is entirely a matter between it and the terminating carrier. ILECs through whom traffic is routed cannot be put in the position of ironing out disputes

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[5] See In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Interconnection Between Local Exchange Carriers and Commercial Mobile Radio Service Providers, Third Order on Reconsideration and Further Notice of Proposed Rulemaking, 12 FCC Rcd. 12460, 12490-491 ¶ 52 (1997).

between AT&T and carriers who terminate AT&T's traffic, even if an ILEC is between AT&T and the terminating carrier. AT&T's rights, *vis-a-vis* wildly charging CLECs, are firmly protected by law but they must be enforced by AT&T, not by an ILEC as a surrogate for AT&T. If AT&T does not desire to do business with a CLEC which is unwilling to charge reasonable rates, that is AT&T's prerogative under the law. AT&T must enforce that prerogative itself, not rely on others to enforce it for AT&T. U S WEST assumes the same responsibility for traffic which might be requested to be delivered to a CLEC at rates which were non-compensatory.

III. AT&T'S STATUS AS A COMMON CARRIER DICTATES MANY OF THE PROCEDURES WHICH IT MUST USE TO VINDICATE ITS CONSTITUTIONAL RIGHTS

The real question raised by AT&T may be one of process, rather than substance. AT&T has a constitutional right not to be forced by the sovereign to deal with entities on a non-compensatory basis. AT&T has alleged that it is being so required today, and has requested relief from this Commission rather than taking the simple step of simply declining to deal with those who refuse to deal reasonably with AT&T. Precisely what should this Commission do when a non-dominant carrier, declared to be non-dominant precisely because customers have competitive choices, demands the right to extract exorbitant rates from any interconnecting carrier -- whether one with which it has a business arrangement, or one, like AT&T,

[6] In fact, AT&T has approached U S WEST and requested that we not deliver traffic to CLECs that AT&T refuses to deal with. U S WEST has declined to perform this function.

with whom its business arrangement is only tangential? The Commission can, if it so desires, deny AT&T the right to refuse to do business with the CLECs so long as it provides meaningful processes for AT&T to avoid a coerced relationship which is economically irrational.

AT&T does have the right to request reasonable interconnection under Section 251(a) of the 1996 Telecommunications Act. If this Commission determines that AT&T is being denied reasonable interconnection by a CLEC on account of a non-compensatory price for access, the Commission can re-enter the business of regulating the CLEC's rates, either directly or indirectly. As this Commission has recognized, once a CLEC has won a customer, it controls an essential facility to that customer at least coterminous with whatever essential facility it is determined that the ILEC controls to its own customers.[7] In a competitive market, such an overzealous CLEC would not last long, because its charges were clearly in excess of economic costs and no one would pay the asking price which the CLEC was demanding for service. The Commission clearly has the right to regulate and require interconnection under Sections 201 and 251(a) of the Communications Act. The Commission also has the power to regulate the rates charged for access by a CLEC, and to prescribe a rate for a CLEC if it determines that the charged rate is unjust or unreasonable. The Commission can also, upon an appropriate filing

[7] In the Matters of Hyperion Telecommunications, Inc. Petition Requesting Forbearance, Time Warner Communications Petition for Forbearance, Complete Detariffing for Competitive Access Providers and Competitive Local Exchange Carriers, Memorandum Opinion and Order and Notice of Proposed Rulemaking, 12 FCC Rcd. 8596 (1997).

under Sections 206-208 of the Act, direct that a CLEC pay damages to AT&T on account of having charged an unjust or unreasonable rate.

AT&T could also file a complaint with the Commission under Sections 206-208 of the Act, requesting that the offending rate be declared unlawful and that AT&T be awarded damages. The Commission's ability to calculate damages based on the difference between the charged rate and a just and reasonable rate is well established. Certainly if the Commission were to rule that AT&T was required to accept traffic from and deliver traffic to, a CLEC charging excessive rates, AT&T's legal right to damages would itself achieve constitutional dimensions.

In other words, if the Commission does rule that AT&T has an obligation to accept traffic from and deliver traffic to a CLEC against AT&T's will, AT&T would have a constitutional right to pay only a just and reasonable price to this CLEC, or to collect the difference from the government itself. It is the Commission's decision in this docket to determine whether to undertake the critical responsibilities which follow if AT&T is to be placed under legal compulsion to deal involuntarily with an over-charging CLEC (or any other ILEC or CLEC, for that matter). The Commission cannot simply decree that AT&T must interconnect involuntarily with a CLEC and then wash its hands of the prices which can be extracted from AT&T as the unwilling customer.

As part of its calculus in making this determination, the Commission should keep in mind that, if AT&T has no obligation to deal with any LEC other than those which it prefers, AT&T would be able to skew the market dramatically. The entire notion of local exchange competition under the 1996 Act (and really going back to

Section 201(a) of the 1934 Act) is that carriers will all interconnect with each other. If AT&T were to announce, especially assuming that its proposed merger with TCI is ultimately approved, that it would only deal with affiliated CLECs in the future, the pro-competitive impetus of the Act would be disrupted, and AT&T would in essence have abandoned its lawful duties as a common carrier. AT&T clearly has interconnection duties under the Act, and we submit that these common carrier responsibilities include the duty to interconnect on just, reasonable and non-discriminatory terms with all other carriers seeking interconnection. Were AT&T to refuse to deal with non-affiliated CLECs, the Commission would have clear jurisdiction to prohibit AT&T's conduct and to devise remedies to prevent future statutory violations. But the facts alleged by AT&T, facts which we have assumed to be true, simply state that AT&T is being charged outrageous rates by a CLEC for interconnection with AT&T when AT&T does not wish to do business with the CLEC at all.

IV. CONCLUSION

It seems that the best procedural vehicles for resolving these issues must lie outside of the declaratory ruling processes. A declaratory ruling proceeding is a procedural vehicle limited to resolving controversies or removing uncertainty.[8] The Commission can, however, use the instant declaratory ruling proceeding to clarify with some specificity how the various rights and obligations of carriers who would rather not deal with each other, or who would deal with another only at an

[8] 47 C.F.R. § 1.2.

unreasonable price, should be played out in the context of the Communications Act.

The Commission should declare that:

- The law does not countenance a carrier or other customer using the regulatory process or the rules of this Commission as a device to obtain interconnection from an unwilling carrier at a non-compensatory or unreasonable price. The Constitution does not countenance such a governmental action.

- As a general principle, AT&T therefore has the full right not to deal with a CLEC who insists on being paid an unreasonably high price for access.

- Should AT&T determine not to deal with a specific CLEC on this account, it must take the necessary steps to sort out its relationship with the CLEC on its own. It cannot pass its CLEC problem off to intermediate ILECs.

- Should AT&T demand reasonable interconnection for interstate services with a CLEC under Sections 251(a) and 251(b) of the Communications Act, or visa versa as well, such a demand falls within the Commission's jurisdiction.[9]

- CLECs which insist on charging unjust and unreasonable rates for access to AT&T or anyone else are liable to complaints for damages under Sections 206-208 of the Act. This is especially (but not exclusively) true when the CLEC controls the only wire into a particular customer location.

- Moreover, there is a clear public interest presumption that carriers will interconnect with each other on reasonable terms, and AT&T may not lawfully decline to interconnect with a CLEC for other than the gravest reasons. Accordingly, the Commission must establish extremely expeditious processes whereby a company forced to deal with another on an involuntary basis can either obtain damages and a prescribed just and reasonable rate or just compensation from the government.

- A CLEC charging unreasonable rates cannot defend against an action for damages by AT&T based on the argument that AT&T voluntarily chose to enter into the business relationship from which the charges arose.

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[9] We take no position here on whether Section 251(a) disputes are subject to arbitration under Section 252 of the Act.

- As the foregoing are matters of constitutional consequence, these principles apply with equal force to all carriers, including ILECs, large interexchange carriers and CLECs, and smaller carriers.

The AT&T Petition for Declaratory Ruling should be granted as outlined above.

Respectfully submitted,

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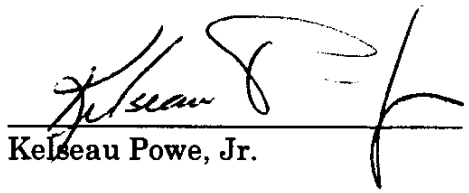
December 7, 1998

CERTIFICATE OF SERVICE

I, Kelseau Powe, Jr., do hereby certify that on this 7th day of December, 1998, I have caused a copy of the foregoing **COMMENTS OF U S WEST COMMUNICATIONS, INC.** to be served, via first class United States mail,* postage prepaid, upon the persons listed on the attached service list.



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I, Kristi Jones, do hereby certify that I have caused 1) the foregoing **COMMENTS OF U S WEST COMMUNICATIONS, INC.** to be filed electronically with the FCC by using its Electronic Comment Filing System, 2) a copy of the **COMMENTS** to be served, via either hand delivery or first class United States mail, postage prepaid, upon the persons indicated on the attached service list (those marked with an number sign), 3) a courtesy copy of the **COMMENTS** to be served, via hand delivery, upon the persons indicated on the attached service list (those marked with an asterisk), and 4) a courtesy copy of the **COMMENTS** to be served, via first class United States mail, postage prepaid, upon all other persons listed on the attached service list.

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